

Panaji, 10th May, 1979 (Vaisaka 20, 1901)

SERIES II No. 6



OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms

Order

No. 24-1-79-Div. I

Government is pleased to order the following transfers/postings of Sub-Divisional Police Officer/Principal, Police Training School, Valpoi with immediate effect.

Sr. No.	Name of Officer	Present posting	New posting
1	2	3	4
1.	Shri D. A. Pra- bhudessai	S. D. P. O., Mapusa	S. D. P. O., Margao
2.	Shri V. V. Ver- nekar	S. D. P. O., Margao	S. D. P. O., Mapusa
3.	Shri A. S. Jog	S. D. P. O., Vasco	Principal, Police Training School, Valpoi
4.	Shri K. A. Des- sai	Principal, PTS- Valpoi	S. D. P. O., Vasco

2. S/Shri Prabhudessai and Jog will move first.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. J. Menezes, Under Secretary (Personnel).

Panaji, 4th May, 1979.

Directorate of Vigilance

Memorandum

No. 1-4-78-VIG/VOL. II

Dr. R. M. Dhawan, Director of Fisheries is nominated as Vigilance Officer for the Directorate of Fisheries vice Shri F. C. R. Rodrigues nominated earlier as Vigilance Officer under Memo No. 1-4-78-VIG dated 13-11-1978.

M. N. Bhartiya, Deputy Director (Vigilance).

Panaji, 4th May, 1979.

Home Department (General)

Order

No. T/1-7/79-HD(G)

In exercise of the powers conferred by clause 3(1) of the Commercial Vehicles (Restriction on Re-sale) Order, 1979, the Administrator of Goa, Daman and Diu is pleased to appoint the Director of Transport, Panaji as the Officer for the purposes of the said order.

By order and in the name of the Administrator of Goa, Daman and Diu.

K. B. Verekar, Under Secretary (Home).

Panaji, 30th April, 1979.

Works, Education and Tourism Department

Corrigendum

No. 1-30-77-WET

Read: Government addendum of even number dated 20-3-1979.

In the Government addendum quoted above for the words The Assistant Superintending Archaeologist, Archaeological Survey of India, Velha Goa, the words The Superintending Archaeologist, Archaeological Survey of India South Circle Aurangabad shall be substituted.

By order and in the name of the Administrator of Goa, Daman and Diu.

Dr. J. C. Almeida, Development Commissioner.

Panaji, 5th May, 1979.

uth Division, Margao-Goa.

Forest and Agriculture Department

P. W. D.

Order

No. 2-75-79-FOR

On the recommendations of the Internal Work Study Unit in the Administrative Reforms Division, the Government is pleased to keep one post of Assistant Conservator of Forests

in the Office of Conservator of Forests in abeyance with immediate effect.

Consequent upon this Shri M. A. Dessai appointed to the post of Assistant Conservator of Forests in the Forest Department by promotion on ad-hoc basis under Government Order No. 2-75-70-LSG dated 16-2-1974 is hereby reverted to the post of Range Forest Officer in the Forest Department with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (Forest & Agriculture.)

Panaji, 3rd May, 1979.

Order

No. 2-10-76 AH

Shri Prakash Fal Dessai, Dairy Extension Officer, is hereby promoted purely on ad-hoc basis as Quality Control Officer in the Directorate of Animal Husbandry & Veterinary Services, Panaji in the pay scale of Rs. 550-25-750-EB-30-900 with immediate effect.

His pay will be fixed as per the Rules in force.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (Forest & Agriculture.)

Panaji, 4th May, 1979.

Order

No. 2-10-77/AGR

Government is pleased to order transfers of the following Group A Officers, in the Directorate of Agriculture with immediate effect.

Name and designation	Present posting	New posting
1. Shri Fernando de Rego, (Banana Dev. Officer)	Banana Dev. Officer (H. Q.)	District Training Officer, F. T. C. Ela Old Goa.
2. Shri C. X. Menezes, District Training Officer, F. T. C. Ela.	District Training Centre, Ela.	Principal E. T. C. Ela Old Goa.
3. Shri P. P. S. Mopkar, Sugarcane Dev. Officer.	S. D. O. (H. Q.)	Soil Conservation Officer Soil Conservation Division, Panaji.
4. Shri P. M. Kolwalkar, Soil Conservation Officer.	Soil Conservation Officer, Panaji.	Sugarcane Development Officer. (H. Q.).

S/Shri Fernando de Rego and P. P. S. Mopkar should move first.

Shri P. K. Dessai subject matter specialist (Plant Protection) shall hold the charge of the post of Banana Development Officer in addition to his own duties with immediate effect until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (Forest & Agriculture Department).

Panaji, 5th May, 1979.

Local Administration and Welfare Department

Office of the Registrar of Cooperative Societies

No. RCS/AR(III)/Trans/8/Vol.IV/79

Read: 1. This office order No. RCS/AR(III)/Trans/8/Vol.IV/78 dated 13-12-1978 superseding the Managing Committee of the Marmagoa Motor Transport Coop. Society Ltd., Vasco-da-Gama and appointed a Committee of Administrators in its place in terms of section 78(1)(b) of the Maharashtra Coop. Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu.

order No. Govt./RCS/8898 dated 17-3-1979 from the Goa State Cooperative Bank Ltd., Panaji.

Order

partial modification of this office order cited at Sr. No. 1 above and in exercise of the powers vested in me under section 78(1)(a)(ii) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, Pukh Raj Bumb, Registrar of Cooperative Societies, Goa, Daman and Diu hereby appoint the Goa State Cooperative Bank Ltd., Panaji as Administrator of the Marmagoa Motor Transport Cooperative Society Ltd., Vasco-da-Gama to manage its affairs for a period of one year in the first instance in place of the Committee of

Administrators, appointed vide this office order cited at Sr. No. 1 above with effect from taking over the charge.

Pukh Raj Bumb, Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 22nd March, 1979.

No. RCS/AR(I)/MKT/6/79

Read This office order No. RCS/AR(II)MKT/6/77-78 dated 1-4-1978 extending the period of the liquidator of Jawahar Phalpalawal and Bhajipala Utpadak and Vikri Sahakari Society Ltd., Kasarpal-Bicholim upto 8-4-1979.

Order

In virtue of the powers vested in me under section 109(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu, hereby extend the period of the liquidator of Jawahar Phalpalawal & Bhajipala Utpadak and Vikri Sahakari Society Society Ltd., Kasarpal Bicholim from 9-4-1979 to 8-4-1980.

S. V. Bhadri, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 29th March, 1979.

No. RCS/AR(III)/HSG/14/79

Read: This office order No. RCS/AR-I/HSG/14/78 dated 17-2-1978 superseding the Managing Committee of Shri Dattatraya Coop. Housing Society Ltd., Panaji.

and appointing Shri R. T. Verlekar, Inspector of Panaji Branch of the Goa State Coop. Bank Ltd., as Administrator of the Society.

Order

In virtue of the powers vested in me under section 78(1)(b) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, Pukh Raj Bumb, Registrar of Coop. Societies, Goa, Daman and Diu, hereby extend the period of the Administrator appointed vide this office order at Serial No. 1 above to manage the affairs of Shree Dattatray Coop. Housing Society Ltd., Panaji-Goa for a period of one year with retrospective effect from 17-2-1979 to 16-2-1980.

Pukh Raj Bumb, Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 29th March, 1979.

No. RES-(c)-8/Goa/LQD/79

Read: This office order No. RES-(c)-8/Goa/LQD/Notice/76 dated 12-4-1976, appointing Shri R. J. Parab, Supervisor of Goa State Coop. Bank Ltd., Pernem as liquidator of Corgao V.K.S.S. Society Ltd., Corgao-Pernem.

Order

In virtue of the powers vested in me under section 109(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, S. V. Bhadri, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu, hereby extend the period of the liquidator of Corgao V.K.S.S. Society Ltd., Corgao Pernem from 13-4-1979 to 12-4-1980.

S. V. Bhadri, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 7th April, 1979.

No. RSR/ORG/LQD/3/79

Read: 1) This office order No. RES-(c)-94/Goa/LQD/Notice/71 dated 27-2-1971 placing Tamboxem Group V.K.S.S. Society Ltd., Tamboxem Pernem under liquidation and appointing Shri V. S. Hardikar, Sr. Auditor Coop. Societies, Pernem as liquidator of the society.

2) This office order No. RES-(c)-94/Goa/LQD/73 dated 26-2-1973 appointing Shri M. T. Verlekar, Jr. Auditor Coop. Societies, Pernem in place of Shri V. S. Hardikar, as liquidator of the society.

3) This office order No. RES-(c)-94/Goa/LQD/74 dated 16-3-1974 appointing Shri P. M. Borkar, Extension Officer (Coop/V.P) Pernem in place of Shri M. T. Verlekar as liquidator of the society.

4) This office order No. RSR/ORG/LQD/3/76 dated 30-9-1976 appointing Shri D. M. Pathan, Sr. Auditor Coop. Societies, Pernem in place of Shri P. M. Borkar, Extension Officer (Coop/V.P) Pernem as liquidator of the society.

5) Letter No. ADT/LQD/Tamboxem/79 dated 1-3-1979 from the liquidator of the society submitting therewith the final report in terms of section 109(2) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu.

Order

In virtue of the powers vested in me under provisions of section 109(1) and 21 of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, S. V. Bhadri, Asstt. Registrar of Coop. Societies,

Goa, Daman and Diu, hereby terminate the liquidation proceedings and cancel the Registration bearing No. RES-(c)-94-Goa dated 6-11-1963 of Tamboxem Group V.K.S.S. Society Ltd., Tamboxem Pernem with effect from the date of issue of this order and further direct the liquidator to send all the records of the society to this office immediately as required under Rule 89(2) of the Coop. Societies Rules 1962.

S. V. Bhadri, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 12th April, 1979.

Revenue Department

Notification

No. RD/LQN/133/79

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for construction of road from Mokhardamol to Mokharda at Canacona.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector, Goa South Division, Margao to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji-Goa.
2. The Deputy Collector, Goa South Division, Margao-Goa.
3. The Superintending Engineer, Circle II, P. W. D. Panaji-Goa.
4. The Executive Engineer, Works Division VI, P. W. D. Margao-Goa.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector, Goa South Division, Margao, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Canacona	Canacona	1	19/1 Part O:	1. Shri Gangadhar Balappa Gaunkar. 2. Shri Shripad Shenai. 3. Shri Pandurang Ragunath Shenai. 4. Shri Ramakant Sheno Pai. 5. Shri Chandrakant Yeshvant Prabhu, Bhatpal.	3,150.00
					<i>Boundaries:</i>	
					East: P. W. D. Road. South: Mallikarjun Temple. West: Shri Gangadhar B. Gaunkar.	
2.	— do —	— do —	2	20/1 Part O:	Shri Mallikarjun Temple, Bhatpal.	1,650.00
					<i>Boundaries:</i>	
					East: Shri Gangadhar B. Gaunkar. West: — do — North: — do —	
3.	— do —	— do —	3	21/1 Part O:	Shri Mallikarjun Temple, Bhatpal.	30.00
					<i>Boundaries:</i>	
					East: Mallikarjun Temple. West: Shri Sripad A. Sinai. North: Shri Gangadhar B. Gaunkar.	
4.	— do —	— do —	4	22/2 Part O:	1. Shri Vasant Pandhari Pai Bhatpal. 2. Devasthan of Mokharda Paradeshi Dev.	80.00
					<i>Boundaries:</i>	
					East: Road. North: Pandurang R. Shenai.	
5.	— do —	— do —	5	22/4 Part O:	Shri Pandurang Raghunath Shinai, Bhatpal.	60.00
					<i>Boundaries:</i>	
					East: Road. North: Shri Datta Y. Prabhu. South: Shri Vasant P. Pai.	
6.	— do —	— do —	6	22/5 Part O:	Shri Datta Yeshwant Prabhu, Bhatpal.	180.00
					<i>Boundaries:</i>	
					North: Shri Pralahad S. Pai. South: Shri Pandurang R. Sinai. East: Road.	
7.	— do —	— do —	7	22/6	O: Shri Pralahad Sonu Pai, Bhatpal.	120.00
					<i>Boundaries:</i>	
					East: Road. North: Shri Ramnath V. Pai. South: Shri Datta Y. Prabhu.	
8.	— do —	— do —	8	22/7	O: Shri Ramnath Venkatesh Pai, Bhatpal.	100.00
					<i>Boundaries:</i>	
					East: Road. North: Shri Sripad A. Sinai. South: Shri Pralahad S. Pai.	
9.	— do —	— do —	9	22/8 Part O:	Shri Shripad Anant Sinai, Bhatpal.	80.00
					<i>Boundaries:</i>	
					East: Road. North: Mallikarjun Temple. South: Shri Ramnath V. Pai.	
					Total:	5,450.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

V. V. Mongia, Secretary (Revenue).

Panaji, 25th April, 1979.

Notification

No. RD/LQN/120/79

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for construction of road at Belabaim connecting from Orulem Road.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector (L.A.O.) Collectorate, Panaji, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji-Goa.
2. The Deputy Collector (L.A.O) Collectorate, Panaji-Goa.
3. The President, Mormugao Municipal Council, Vasco da Gama.
4. The Director of Land Survey, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector (L.A.O) Collectorate, Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Chalta No.	P. T. Sheet No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7

1. Mormugao	Vasco da Gama	58 Part	101	H:	Church Property.	2,500.00
43 Part	120	H:	Dempo Property Investment Pvt. Ltd.			
44 Part	120	H:	— do —			
47 Part	120	H:	— do —			
41 Part	120	H:	Damodar Naik.			
40 Part	120	H:	Shankar Eugo Naik.			
64 Part	120	H:	Damodar Naik.			
38 Part	120	H:	Dempo Properties Invest. Pvt. Ltd.			
36 Part	120	L:	Chandrakant Bicaro Arolkar.			
62 Part	120	H:	Govind Atmaram Narvekar Shubhangui Parkar.			
19 Part	120	H:	Dempo Properties Invest. Pvt. Ltd.			
63 Part	120	H:	— do —			
45 Part	120	H:	— do —			
97 Part	120	H:	Shri Shankar Eugo Naik.			

Boundaries:

North: Road, Nala.

South: Road.

East: Chalta No. 58

101

Chalta No. 43,47,44,41,64,40,38,62,63 of P.T. Sheet No. 120.

West: Chalta No. 45,47,64,97,36,38,62,19 of P. T. Sheet No. 120.

Total: 2,500.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

V. V. Mongia, Secretary (Revenue).

Panaji, 26th April, 1979.

Public Health Department

Order

No. 5/31/79-PHD

On the recommendation of the local Selection Committee, Dr. Prasad R. Neverekar is hereby appointed on ad-hoc basis to the post of Lecturer in Obst. and Gynaecology on a pay of Rs. 1100/- P. M. in the pay scale of Rs. 1100-1800/ plus N. P. A. in Goa Medical College, Panaji with effect from the date he took over the charge on the same terms and conditions contained in the Government Memorandum of even number dated 20th March, 1979. His pay will be fixed according to the normal rules.

He has been medically examined and found fit by the Medical Board, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. M. Sardessai, Under Secretary (Health).

Panaji, 30th April, 1979.

Order

No. 5/32/49-PHD

On the recommendation of the local Selection Committee, Dr. Nandkumar V. Kulhalli is hereby appointed on ad-hoc basis to the post of Lecturer in Psychiatry in Goa Medical College with effect from the date he takes over the charge on the same terms and conditions contained in the Government Memorandum of even number dated 20th March, 1979. His pay will be fixed according to the normal rules.

He has been medically examined and found fit by the Medical Board, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. M. Sardessai, Under Secretary (Health).

Panaji, 30th April, 1979.

Industries and Labour Department

Notification

No. 5-III-1-78-ILD

Whereas M/s. Chowgule & Co. Pvt. Ltd. from Vasco da Gama had been granted mining lease under No. 2/NSD/Quartz/72, dated 18-8-1972, located at Mollem of Sanguem Taluka, for the extraction of Quartz over an area of 18.3000 hectares (hereinafter called as the "said mining lease");

And whereas M/s. Chowgule & Co. Pvt. Ltd. Vasco da Gama vide application dated 23-3-1976 applied to the Government for surrender of the said mining lease;

Now, therefore, in exercise of the powers conferred by rule 29 of the Mineral Concession Rules, 1960, the Lieutenant Governor of Goa, Daman and Diu hereby permits M/s. Chowgule & Co. Pvt. Ltd., to surrender the area covering under the said mining lease granted vide order No. 2/NSD/Quartz/72 dated 18-8-1972 from 23-3-1976.

And in exercise of powers conferred by rule 58 of the said Mineral Concession Rules, 1960 the Lt. Governor of Goa, Daman and Diu hereby notifies for general information that the area shown in Column 1 of the Schedule below is available for grant of prospecting licence/mining licence in respect of the mineral shown in Column 2.

2. Interested persons may apply for the grant of prospecting licence/mining lease to the Director of Industries and Mines, Panaji Government of Goa, Daman and Diu after expiry of 30 days from the date of publication of the Notification.

3. The Sketches of the area shown in the Schedule may be inspected at Mines Department, Directorate of Industries and Mines, Government of Goa, Daman and Diu on all working days during office hours.

SCHEDULE

Area available for grant of prospecting licence/mining lease	Mineral	Village in which the area is located	Taluka	District
18.3000 Ha.	Quartz	Mollem	Sanguem	Goa

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

G. M. Sardessai, Under Secretary, Industries and Labour.
Panaji, 28th April, 1979.

Notification

No. ILD/2157/79

In exercise of the powers conferred by sub-section (1) of section 24 of the Goa, Daman and Diu Shops and Establishments Act, 1973 (Act 13 of 1974) the Administrator of Goa, Daman and Diu hereby specifies the following 7 days viz. 5 days specified in List 'A' and any 2 days out of the list of Festival days specified in List 'B' to be mutually decided by the employers and employees of the respective establishments, as holidays with wages in the calendar year, 1979, for the employees of the establishments, to which the provisions of the said Act apply, viz:—

LIST 'A'

- 1) Republic Day 26th January, 1979.
- 2) May Day 1st May, 1979.
- 3) Independence Day 15th August, 1979.
- 4) Gandhi Jayanti 2nd October, 1979.
- 5) Liberation Day 19th December, 1979.

LIST 'B'

- 1) Holi 14th March, 1979.
- 2) Gudi Padwa 28th March, 1979.
- 3) Good Friday 13th April, 1979.
- 4) Narali Purnima 7th August, 1979.
- 5) Janmastami 14th August, 1979.
- 6) Ganesh Chaturthi 26th August, 1979.
- 7) Id-Ul-Fitr 26th August, 1979.
- 8) Ganesh Chaturthi 27th August, 1979.
- 9) Dussehra 1st October, 1979.
- 10) All Souls Day 2nd November, 1979.
- 11) Diwali 20th October, 1979.
- 12) Govardhan Puja 21st October, 1979.
- 13) Idul-Zuhra 2nd November, 1979.
- 14) Muharam 1st December, 1979.
- 15) Feast of St. Francis Xavier 3rd December, 1979.
- 16) Christmas Day 25th December, 1979.

Every employer shall notify the list of holidays observed by displaying notice at the office of the establishment as well as endorse a copy to the Inspector concerned.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. M. Sardessai, Under Secretary, Industries and Labour.
Panaji, 27th April, 1979.

No. ILD/16541/78

The following award given by the Arbitrator, Shri P. S. Malvankar, on an industrial dispute between the management of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Goa, and the workmen represented by the Zuari Agro Chemicals

Limited Employees' Union, Zuarinagar is hereby published in terms of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

G. M. Sardessai, Under Secretary, Industries and Labour.
Panaji, 27th April, 1979.

Before Shri P. S. Malvankar, Arbitrator, Bombay

Reference (VA) No. 1 of 1979

ARBITRATION

BETWEEN

M/s. Zuari Agro Chemicals Ltd., Zuarinagar, Goa.
and

The workmen represented by Zuari Agro Chemicals Ltd., Employees' Union, Zuarinagar, Goa.

In the matter of reduction of working hours from 48 to 40 per week, etc.

Appearances: — Dr. Y. S. Chitale, Counsel, with Shri D. C. Shroff, Advocate, for the company.

Shri Narayan B. Shetye, Advocate, for the workmen.

AWARD

This is a voluntary reference under section 10A of the Industrial Disputes Act, 1947 (hereinafter called the Act) in respect of a dispute between M/s. Zuari Agro Chemicals Ltd., Zuarinagar, Goa (hereinafter called the company) and their workmen represented by Zuari Agro Chemicals Ltd. Employees' Union (hereinafter called the union). The specific matter in dispute as detailed in the agreement Ex. O-1 runs thus:

"Whether the demand of the Zuari Agro Chemicals Limited Employees' Union, Zuarinagar for 40 hours of work per week with immediate effect and compensation for 8 hours of work over and above 40 hours per week, with retrospective effect from 16th September 1976 is legal and justified?

If the answer to the above is 'Yes' to what relief the workmen are entitled to?"

2. The union has filed its statement of claim at Ex. U-3 and the company its written statement at Ex. C-3. The issues which arise for determination on the basis of the dispute specified in Ex. O-1 are these:

- (1) Whether the demand of the Zuari Agro Chemicals Ltd. Employees' Union, Zuarinagar, for 40 hours of work per week with immediate effect and compensation for 8 hours over and above 40 hours per week with retrospective effect from 16th September 1976 is legal.
- (2) Whether the aforesaid demand is justified.
- (3) If both the issues are found in the affirmative, to what relief the workmen are entitled to.

3. The parties have led evidence both documentary as well as oral in support of all these issues. However, the reference is challenged by the company on the preliminary ground that the reference being incompetent is illegal and therefore the Arbitrator has no jurisdiction to go into the question of the merits of the demand. I first propose to deal with the issue whether the reference is incompetent on the ground that the demand is illegal and untenable.

4. The company in its written statement at Ex. C-3 has challenged the legality and validity of the reference on two grounds. The first ground is that there being a valid and subsisting award dated 29th September 1978 passed in Reference (IT) No. 16 of 1975 and published in the Goa Government Gazette dated 2nd November 1978 in respect of the subject-matter of the present reference and the award having become enforceable on 2nd December 1978 and being in force till 1st December 1979 under section 19(3) of the Act, the demand becomes illegal rendering the reference incompetent.

Secondly the company has also contended in its written statement that there is also a valid and subsisting settlement dated 25th June 1977 entered into between the company and the union governing the subject-matter of the present reference and the said settlement being in force upto 30th September 1979, no demand much less an industrial dispute can be raised or investigated into during the operative period of the settlement unless terminated by either party in accordance with section 19 of the Act.

5. Turning to the first ground, it is not in dispute that the union had raised a demand on 18th December 1974 for reduction of working hours in respect of factory employees from 48 hours to 40 hours a week. The Government of Goa, Daman and Diu referred this demand for adjudication by an order dated 15th March 1975. The dispute referred to the adjudication was in these terms:

"Whether the demand of the workmen of fertilizer factory of M/s Zuari Agro Chemicals Ltd., Zuarinagar, for reduction of the existing working hours of the factory or weightage in wages in lieu thereof is justified?

If so, to what relief the workmen are entitled to?"

This dispute was registered as Reference No. IT/16/75 and was adjudicated upon by the Industrial Tribunal, Goa, delivering an award which was published in the Official Gazette of the Government of Goa, Daman and Diu dated 2nd November 1978. The Industrial Tribunal rejected the demand. The union's contention is that it was rejected on the ground that the reference was not maintainable during the continuance of the earlier settlement dated 12th November 1973, while the contention of the company is that it was also rejected on merits of the demand. We have on the record the award of the Industrial Tribunal at Exs. C-24 and C-25. Admittedly the award was published in the Goa Government Gazette on 2nd November 1978 and under section 17A of the Act it became enforceable on the expiry of 30 days from the date of its publication, that is to say on 2nd December 1978. Under section 19(3) of the Act an award shall remain in operation for the period of one year from the date on which it becomes enforceable under section 17A of the Act. The rest of the provisions of section 19 of the Act are not relevant for the present purpose. Obviously therefore the award is to remain in force till 2nd December 1979. Further it is not in dispute that the present reference is dated 10th January 1979 (vide Ex. O-1, the Official Gazette of the Government of Goa at page 463). The reference therefore is made during the period of subsistence of the award. It is common ground that the award is not terminated as required by law by either of the parties. *Prima facie* therefore the reference becomes incompetent on this ground alone.

6. The learned advocate Mr. Shetye has, however, urged before me that what is relevant for the purposes of finding out whether the reference is competent or whether the demand is illegal is not the date of present reference but the date when the dispute was raised by the union. It is not in dispute that the union raised the present dispute before 10th January 1979, the date of reference. The union has alleged that it served a notice and the workmen of the company went on lightning strike on 4th November 1978. On 6th November 1978, the union informed the company that the employees would go on indefinite strike from 16 hours on 6th November 1978, for securing the demands contained in the letter dated 6th November 1978 and later on at the intervention of the Commissioner for Labour and Employment a settlement was recorded on 13th November 1978, under section 12(3) read with section 18 of the Act, on the question of reduction of working hours in respect of the employees of the factory. The settlement stated thus:

"Demand for 40 hours of work per week:— The parties agree to refer the issue of 40 hours of work in a week for factory workers and compensation in lieu thereof to the arbitration in terms of arbitration agreement, which parties shall sign within one month, under the provisions of section 10A of the Industrial Disputes Act, 1947. The arbitration agreement would inter alia provide mutually agreed arbitrator who shall be a retired High Court Judge. It is further agreed that the terms of reference for arbitration shall be as under:

"Whether the demand of the Zuari Agro Chemicals Limited Employees' Union, Zuarinagar for 40 hours of work per week, with immediate effect and compensation for 8 hours of work over and above 40 hours per week, with retrospective effect from 16th September 1976 is legal and justified?"

If the answer to the above is 'Yes' to what relief the workmen are entitled to?"

Accordingly the agreement was signed between the parties on 13th November 1978. It is therefore evident that the award being dated 29th September 1978 if the date of raising of the dispute by the union is taken to be the relevant date, then the preliminary ground challenging the reference raised by the company would fail. But the whole question is whether the date of reference for arbitration is the relevant date or the date of raising of the dispute by the union which must necessarily be prior to the date of the award.

7. The learned Advocate Shri Shetye has not been able to cite any decision either of a High Court or of the Supreme Court in support of his proposition that for the purposes of determining the preliminary issue raised by the company the date of raising of the dispute by the union is only relevant. On the contrary there is ample authority in support of the proposition that in all such cases the date of reference is the relevant date. It is needless to say it is the reference that confers jurisdiction on arbitrator or for the matter of that even an industrial tribunal or Labour Court. The question whether therefore reference is incompetent or whether the arbitrator has jurisdiction to go into the merits of the dispute will have to be decided with reference to the date of the reference. Apart from it, the learned counsel Mr. Chitale appearing on behalf of the company has also drawn my attention to the decisions of the Supreme Court reported in (1) 1961 (II) L. L. J. 436 at pages 442, 443, Bombay Union of Journalists and others and The Hindu, Bombay and another, (2) 1962 (I) L. L. J. 409 at page 415, Indian Cable Company Ltd. Vs. Its workmen, (3) 1962 (I) L. L. J. 634, at page 635, workmen of Rohtak General Transport Company Vs. Rohtak General Transport Company, (4) 1970 (II) L. L. J. 256 at pages 260, 261 paras 5 and 6, M/s. Western India Match Co. Ltd. Vs. The Western India Match Co. Workers' Union, and (5) 1971 (II) L. L. J. 479 at page 486, The workmen Vs. Greaves Cotton & Co. Ltd. and others. In the last case we have the observation of the Court at page 486 para 15 which runs thus:

"There is no gainsaying the fact that once a Tribunal is vested with the jurisdiction to entertain the dispute which is validly referred, it does not cease to continue that jurisdiction merely because the claim made goes beyond the wage which takes workmen out of that category and make them non-workmen. What has to be seen is whether on the date of the reference there was any dispute in respect of the workmen which could be referred under the Act to the Tribunal".

It is no doubt true that the question raised before me here was not directly before their Lordships in this case. However, what has to be seen is that when the question is raised whether the dispute is validly referred to adjudication or to arbitration, the relevant date is not the date when the dispute is raised but the date when the reference is made either to arbitration or to adjudication. In M/s Western India Match Co. Ltd. Vs. the Western India Match Co. Workers' Union we have also similar observations though in a different context in paragraphs 5 and 6 at pages 260 and 261. These observations are these:

"The parties to the reference being the employer and his employees, the test must necessarily be whether the dispute referred to adjudication is one in which the workmen or a substantial section of them have a direct and substantial interest even though such a dispute relates to a single workman. It must follow that the existence of such an interest, evidenced by the espousal by them of the cause, must be at the date when the reference is made and not necessarily at the date when the cause occurs, otherwise, as aforesaid, in some cases a dispute which was originally an individual one cannot become an industrial dispute".

The observations in para 6 are also to the same effect. These are:

"Any controversy on the question as to whether it is necessary for a concerned workman to be a member of the union which has espoused his cause at the time when that cause arose, has been finally set at rest by the decision in Bombay Union of Journalists Vs. The Hindu, Bombay, where this court laid down that the test whether an individual dispute got converted into an industrial dispute depended on whether at the date of the reference the dispute was taken up and supported by the union of workmen of the employer against whom

the dispute was raised by an individual workman or by an appreciable number of such workmen."

In that case also the question raised before me was not directly raised. What was contended on behalf of the appellant before their Lordships was that there could not be an industrial dispute as on the date of termination the employee was not member of the union and that there was no espousal of his cause in such manner as to convert his individual dispute into an industrial dispute, and in answering this contention their Lordships made the aforesaid observations. In Indian Cable Co. Ltd. Vs. Its workmen, again their Lordships of the Supreme Court after referring to the decision in Bombay Union of Journalists Vs. the Hindu, Bombay, 1961 II-L.L.J. 436, stated thus:

"It has been held by this Court in Bombay Union of Journalists Vs. The Hindu, Bombay, 1961 II-L.L.J. 436, where it was observed that the validity of a reference must be judged on the facts as they stand on the date of reference and that just as a withdrawal of the support by the union after a reference is made cannot render it invalid, likewise the support by it after the date of reference cannot make it valid. If therefore the validity of the reference dated 2nd February 1969 depended upon whether the cause of the respondent has been taken up by a union, the question will have to be answered in the negative."

Here again though the facts were different, the proposition laid down by their Lordships is that the validity of a reference must be judged on the facts as they stand on the date of reference. Similarly in Workmen of Rohtak General Transport Company Vs. Rohtak General Transport Company, the observations are, though in the context of individual industrial dispute, these:

"In other words if a dispute is sponsored by workmen and the reference follows, the dispute which was an industrial dispute at the date of the reference, does not cease to be an industrial dispute merely because it has lost the sympathy of the workmen thereafter."

The other aspect of the problem was whether the dispute which is referred to adjudication without being sponsored by the workmen can be treated as validly referred merely because consequent to the reference it happened to be sponsored by the workmen; and it was held that subsequent sponsoring of the dispute would not retrospectively validate the reference and the test to apply in each case would be: 'had the dispute been sponsored by the workmen before it was referred for adjudication?'

In other words what is relevant for determining the question whether or not a dispute is validly referred to adjudication or arbitration is the date of reference and not the date of dispute. Lastly in Bombay Union of Journalists and others Vs. The Hindu, Bombay, and another, which is referred to in all the aforesaid cases, after quoting the observations of the Madras High Court in Working Journalists of the Hindu Vs. The Hindu and another (1961 I-L.L.J. 288) with approval their Lordships observed thus: at page 442:

"In each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by an individual workman or by an appreciable number of workmen."

(vide also observations in the last paragraph at page 443)

It seems to me therefore clear that the relevant date for determining whether or not the present reference is incompetent is the date of reference and not the date of raising the dispute by the union. That being the position, I have already pointed out that on 10th January 1979, the date of the reference, the award delivered by Industrial Tribunal, Goa, in respect of the same dispute was in force and therefore the reference becomes incompetent and therefore invalid. The arbitrator therefore will have no jurisdiction to go into the merits of the dispute.

8. The learned advocate Shri Shetye has then attempted to show that the award is not on merits. I cannot agree. A reference to Ex.C-25 at pages 7 and 8 would make the position absolutely clear. At page 7 the Tribunal has stated thus:

"The present demand asking for 40 hours of work per week is claimed to be available to the union on the

ground that the demand is being made in order to bring the working hours for factory workers on par with those of other staff working in same precincts and premises, in other words, the working hours for the office or administrative staff. It is pleaded that the existing scheme has worked in a discrimination in the hours of work and the present demand is intended to remove the discriminatory working conditions."

In the present reference also the contention of the union is that the working hours should be reduced from 48 to 40 per week in order to remove the discrimination between the workmen in the factory on the one hand and the employees in the administrative offices on the other. After referring to the previous settlements at page 8 the Tribunal has observed thus:

"The ambit, scope and nature of work in an office are reasonably and rationally different from the ambit, scope and nature of work in the process of manufacture which is to go round the clock and the work is kept on by providing for shifts. Therefore the work in an office is in a different category from the work in the process of manufacture.

Apart from the above consideration, the agreement for the continuance of the existing practice in the matter of weekly off and the shift hours for the 2nd and 3rd shifts and the general shift prohibits the raising of a dispute on those subjects. The present dispute is not for any alteration of the hours of work for the 1st shift only but it embraces the working hours for all those engaged on the work of manufacture in the factory. The settlement of 12th January 1973 has incorporated a settlement in respect of shift allowance also (see clause 11 thereof).

The present argument that the settlement of 3-5-1974 introduces a discrimination cannot be availed of by the 1st party union since it was instrumental for and a party to both the settlements. The reasons for the present demand and the present dispute cannot be a consideration for getting out of the terms and conditions of a settlement during the period of its tenure. The demand now in dispute cannot be fitted into the scheme of things envisaged by clauses 5, 8 and 10 and the understanding as to shift allowance provided for in clause 11 of the settlement of 12-11-1973. Hence the present demand cannot be made."

In view of these observations it becomes evident that the Tribunal recorded his findings on merits of the demand also. I therefore do not see any substance in this contention also.

9. The second challenge to the maintainability of the arbitration proceeding is on the ground of a subsisting settlement dated 25th June 1977 (vide Ex.C-10). The company has contended that this settlement which is a valid one was subsisting on the date of the present reference inasmuch as the settlement expressly provides that it shall remain in force till 30th September 1979. That being the position, no industrial dispute can be referred or adjudicated upon in respect of the demand raised in this dispute so long as the settlement remains operative.

10. A reference to section 19 would make it clear that the settlement remains binding for such period as is agreed upon by the parties. It is not disputed before me as a proposition of law that so long as a settlement remains in force no dispute can be raised much less the same can be investigated into by an industrial tribunal or an arbitrator in respect of the demand raised. The contention of the learned advocate Shri Shetye however is that there is nothing in express terms in this settlement Ex. C-10 on the issue of reduction of working hours from 48 to 40 or compensation in lieu thereof so as to deprive the workmen to raise the present dispute in respect of the demand for reduction of working hours from 48 to 40 hours per week and that being so unless the workmen are deprived of their right to raise this dispute in express terms the settlement though in force would not render the reference invalid. It is no doubt true that the settlement does not provide in so many words that the workmen shall not raise any dispute in regard to the reduction of working hours from 48 hours per week to 40 hours per week. But a reference to clause 55 of the settlement Ex. C-10 read with the oral evidence on the record would show that the workmen under this settlement were prohibited from raising the present dispute regarding reduction of working hours from 48 to 40 per week by necessary

implication though not in so many words. The clause runs thus:

"This settlement shall be applicable to all the workmen on the rolls of the company at Zuarinagar, Goa. This settlement shall be in force from 16th September 1976 (except as otherwise specifically mentioned in the relevant clauses of this settlement) and shall continue to be in force upto 30th September 1979. Other existing terms and conditions of services not altered by this settlement will continue as at present during the operative period of this Settlement".

Now the President of the union who has examined himself at Ex. UW-1 has stated thus in his cross-examination in paragraph 10:

"I see item 55 of Ex. C-10 and say that under this paragraph it is stated that 'other existing terms and conditions of service not altered by this settlement will continue as at present during the operative period of this settlement', but I do not mean to say that therefore the 48 hours of working and overtime after 48 hours as they were before were to continue during the period of this settlement".

But at the later stage of his cross-examination he was forced to admit that:

"It is correct to say that 48 hours working and overtime after 48 hours of work are conditions of service. It is correct to say that at the time of this settlement working for 48 hours per week and overtime after 48 hours of work were the conditions of service. These conditions of service are not altered by the terms of this settlement".

In view of these admissions is it possible to contend that the working for 48 hours per week and overtime after 48 hours of work per week is not an existing term and condition of service or that this condition of service will not remain in force during the operative period of the settlement. Admittedly this condition of service is not altered by the settlement. That being the position, I have absolutely no doubt in my mind that this condition of service in respect of which the present dispute is raised is to remain in force under this settlement till 30th September 1979 and the dispute having been raised regarding this condition of service on 10th January 1979 which is the date of the present reference, the reference becomes incompetent and the arbitrator has no jurisdiction to investigate into the merits of the demand. Apart from this, the learned advocate Shri Narayan Shetye has not been able to draw my attention to any authority in support of his proposition that even in such a situation it is necessary that in order to deprive the workmen of their right to raise the dispute they must be prohibited from raising it in express terms.

11. In this connection I may also point out that admittedly when the settlement Ex. C-10 dated 25th June 1977 came to be signed by the parties the dispute regarding the same condition of service viz. 48 hours per week was before the Industrial Tribunal in Reference No. IT/16/75 in respect of which the Tribunal gave the award at Exs. C-24 and C-25. I have already pointed out that the award came to be delivered by the Tribunal on 29th September 1978. Even then the parties preferred to remain silent in respect of that demand obviously because the dispute regarding that demand was pending before the Tribunal but took care to see that the condition of service in respect of which that dispute was raised continued to remain in force till 30th September 1979. Perhaps the parties were not sure which way the decision of the Tribunal would go or they had some idea about which way the decision would go and therefore they agreed to the term in clause 55 that other existing terms and conditions of service not altered by the settlement will continue as they were then during the operative period of the settlement. Moreover it is needless to say that clause 55 cannot be considered in isolation. When negotiations take place which have to be encouraged particularly between labour and employer in the interest of general peace and well-being, there is always give and take. Moreover, as I have already pointed out dispute regarding the same condition of service was pending before the Industrial Tribunal and that fact must have also influenced the parties. Such a settlement has to be taken as a package deal and when the workmen have gained in several respects it is not unnatural that they would agree to the term quoted above in clause 55 of the settlement. There may be several factors that may influence parties to come to a settlement as a phased endeavour in the course of collective bargaining. Once cordiality is established between the employer and labour in arriving at a settlement which operates well for the

period that it is in force, there is always a likelihood of further advances in the shape of improved emoluments by voluntary settlements avoiding friction and unhealthy litigation. This is the quintessence of settlement which Courts and Tribunals should endeavour to encourage, and an arbitrator is no exception to it. It is in that spirit that the settlement has to be judged (vide A.I.R. 1977 S.C. p.322 at page 328, Herbertsons Ltd. Vs. the workmen of Herbertsons Ltd. and others). I am therefore inclined to take the view that in view of the terms of clause 55 the settlement being in force on the date of the reference viz. 10th January 1979, the demand is illegal resulting into the reference being incompetent and therefore the arbitrator has no jurisdiction to go into the merits of the dispute. The reference therefore is liable to be rejected on this ground.

12. The learned counsel Mr. Chitale on behalf of the company also drew my attention to clause No. 4 of the settlement Ex. C-10 demand No. 4 in respect of weekly offs and has attempted to show that this demand directly touches the demand raised in the present dispute regarding reduction of working hours from 48 to 40 per week. The demand is in terms for giving weekly off after six days of continuous working instead of after seven days of continuous working. It is difficult to accept the view of the learned counsel even after referring to the chart filed by the union at Ex. U-6 that this demand has anything to do with actual reduction of working hours from 48 to 40. However, I am not inclined to express my opinion in regard to this submission.

13. In the view therefore I have taken above, I do not propose to enter into the merits of the dispute. In my opinion my findings on the merits would of course be without jurisdiction. Moreover it is not unlikely that expression of opinion on the merits of the dispute might prejudice either of the parties in case the same dispute is raised again after the termination of the settlement according to law.

14. The result therefore is that the demand becomes illegal making the reference incompetent and not tenable. The reference therefore deserves to be rejected.

ORDER

The reference is rejected. No order as to costs.

Sd/-

P. S. Malvankar

ARBITRATOR

Dated, the 26th March, 1979.

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Law Department (Establishment)

Notification

No. LD/JCC/1/2668/79

In exercise of the powers conferred by Sections 16, 17, 18, 19 and 21 of the Goa, Daman and Diu Civil Courts Act, 1965 (Act No. 16 of 1965), and all other powers enabling him in this behalf, the Administrator of Goa, Daman and Diu in consultation with the Judicial Commissioner's Court, hereby amends the Government Notification No. LD/N/33/66, dated 10-6-66, published in the Official Gazette Series II, No. 11, dated 16-6-1966, as follows, namely:

The words "and the Julgado of Ponda" appearing against Serial No. 1, in Column No. 4 of the Schedule to the said Notification, shall be deleted.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. S. Subbanna, Under Secretary (Law).

Panaji, 27th April, 1979.